

Randolph

GIS

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W-2

Agreement

November 22, 2005

Prepared for:

Randolph County, Indiana

To Provide:

Layer Development and Software License(s)



WHERE TECHNOLOGY HAPPENS

- 567 W. Westfield Blvd. • Indianapolis, IN 46208 •
- Phone (317) 259-0105 • Fax (317) 259-1423 •
- www.wthengineering.com •

OVERVIEW

Randolph County, Indiana (the "Client") requires certain GIS and/or mapping products and/or services. WTH Technology, Inc. (the "Company") is a provider of such products and services. This agreement defines the scope of products and services to be offered by the Company and the compensation to be paid by the Client.

DESCRIPTION OF PRODUCTS AND SERVICES

Think GIS™ Software

The Client will be provided with (10) **Think GIS™ license(s)**. This software may be installed on stand alone computers or on a server but use of the software is limited to (10) computer(s). Each computer where Think GIS™ is used must be registered with the Company. The hardware/system requirements for using the Think GIS™ software are as follows.

SYSTEM REQUIREMENTS	MINIMUM	RECOMMENDED
Operating System**	Win 98 SE, WinNT 4.1, Win2000, WinXP	Windows XP
Processor	Pentium or equivalent	Pentium 4 (2 GHz or faster)
Memory (RAM)	128 MB	512 MB
Available hard disk space required on server or stand alone computers	500 MB for software + map layers. Plus 2 to 80 GB for digital aerial photography images depending on coverage area and resolution	80 GB (Based upon Digital Aerial Photography needs)
Available hard disk space required on workstations when data stored on server	Less than 50 MB	
Video	15" monitor capable of displaying 16 bit color at 800 X 600 resolution or better	17" monitor, 16 bit color, 1024 X 768 resolution
Internet Access (Required for support services)	Dial-up connection with minimum connection speed of 46K	DSL/T1 Connection
Other	CD drive, mouse, keyboard	Laser Printer (with 96 MB of internal memory) Or Color Printer (with 128 MB of internal memory)

***All computers must be current on all Microsoft Windows Critical Updates and Service Packs.*

Aerial Photography Conversion

The Company will utilize the Client's existing aerial photography layer that is being used in the ESRI ARC products and use them for the base map for the Think GIS™ software.

Land Information Conversion

Property Lines and Parcels

The Company will convert the Client's existing ESRI .SHAPE file for the parcel layer to a Think GIS™ .TML file to create one seamless map layer. There will not be any vector modifications to

the parcel layer. A custom parcel form will be created to view any attributes that the Client wishes to see.

- The finished map will show all the, parcel boundaries, any other data included on the source documents.

Soil Classification

The Company will convert the Client's existing ESRI .SHAPE file for the parcel layer to a Think GIS™ .TML file to create one seamless map layer. There will not be any vector modifications to the parcel layer. A custom parcel form will be created to view any attributes that the Client wishes to see.

- If each area is populated with a soil type, the software will have enough information to automatically do an agricultural land assessment. The Client will need to provide a list of the soil productivity factors to be used in the assessment tool.
- The Company will include a Parcel Assessment Wizard in the Think GIS™ software, which will allow the Client to draw in the land use areas when a parcel is being assessed. The Client will be responsible for drawing the land use areas on the map.

Update Parcel Splits

The Company will update the Clients parcel splits within the new Think GIS™ parcel layer. 20 of the 100 known splits will be reserved for Client training purposes.

Parcel Re-Numbering

The Company will take the existing parcel number and create the new 18 digit format (i.e. 65-00-00-000-000.000-000). The Client must provide the tax id numbers and areas for the County. This can be a map with the boundaries outlined and the tax id numbers on the plot.

To complete this task, the Company will need a current copy of the tax records database with the express instructions that no changes will be made to the tax records database. The new parcel number is the only thing that will be provided to the Client. This new number can be added to the tax record data at any time by the current vendor. The Company will not add the new parcel number to the tax database. This will be the responsibility of the Client.

On-Site Installation and Training

When the project is completed, the Company will install the software and all data files onto each department's existing computers and setup each workstation with a strategy of sharing data with the other departments. The Company will provide on-site training to instruct the Client on use of the software for their specific applications.

Think GIS™ Maintenance and Support

The Company will provide the following services as part of an annual maintenance and support agreement. These services are to be paid for at the beginning of each 12 month period.

- Software Upgrades
Any enhancements made to the Think GIS™ system during the term of the customer support agreement will be automatically uploaded (via the synchronization process) to the Client's computer(s) as they become available.

- Phone Support

Toll Free phone support will be provided for one representative from each department, during regular business hours. Phone support will include answering questions regarding the software and making changes to the system configuration to adapt to the Client's changing needs.

- Off Site Data Backup

The Company will maintain a backup of any Map Data transferred via the synchronization process. This data can be restored to the Client's computer(s) at their request.

- Pre-Agreement Technical Counsel

The Company will assist the Client in any pre-contract technical decision that needs to be made regarding digital data interfacing with the Think GIS™ system. The Company's wide range of experience will aid the Client in making efficient decisions for the Client and the Think GIS™ product.

- UDX™ (Universal Data Exchange Network) Subscription

This service will make it possible for departments not connected to a central network (i.e. remote users) to share data with other departments and receive Think GIS™ program updates on a regular basis. Remote users who have Internet access on their computer will be able to automatically connect to the Company's server and send or receive map updates. With this in place, any user responsible for maintaining one or more layers can upload their changes to a remote server and all other users will be able to download these layers so that they are up-to-date on a regular basis. This option does not require the Client to have a network, simply an Internet connection. The Company will work with the staff to achieve a desirable method of updating information.

DELIVERY AND INVOICING SCHEDULE

	Delivery Date from Agreement Signing	Item	Invoice Date from Agreement Signing	Amount
Delivery	30 Days	(10) Think GIS™ License(s)	30 Days ⁽¹⁾	\$ 10,000.00
Delivery	30 Days	Layer Development	30 Days ⁽¹⁾	\$ 4,050.00
Delivery	30 Days	Update Parcel Splits	30 Days*	\$ 2,000.00
Delivery	30 Days	State Parcel Re- Numbering	30 Days*	\$ 2,000.00
Total GIS Cost			TOTAL	\$ 18,050.00
Customer Service		Annual Customer Service	30 Days	\$ 5,000.00

(1) The Company will invoice the customer on a monthly basis (unless otherwise indicated via payment schedule) based on the number months until the project is completed. The dates to the final completion date will begin after the signing of this agreement and the delivery of all source materials by the Client. The delivery and invoice dates will be reviewed once the agreement is signed and may be adjusted if needed.

LIMITATION OF LIABILITY

In no event shall either party be liable to the other for any indirect, special, or consequential damages or lost profits arising out of or related to this Agreement or the performance thereof.

The Company takes no responsibility for the accuracy of source data provided by the Client or for any errors resulting from any inaccuracies. It is the responsibility of the Client to review the data for accuracy.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of this _____ day of _____ 2005.

Company:
WTH Technology, Inc.

Client:
Randolph County, Indiana

Signature: _____

Name: Rex Jones

Title: President

Date: _____

Signature: Noel Carpenter

Name: _____

Title: NOEL B. CARPENTER

Randolph County Assessor
Courthouse, Winchester, IN 47394

Date: Phone: 765-584-0399

Fax: 765-584-2958

rcassessor@jayco.net

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____



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